IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

APPEAL (LODGING) NO.277 OF 2004
IN
SUIT NO.2684 OF 2001

Prakash Industries Ltd. ....Appellants
Ori.Defts.

V/s.

Dodsal Ltd. ....Respondents
Ori.Plffs.

Mr.D.C. Purandare i/b Ms.Bhadra N. Dalal for the Appellants.

None for the Respondents.

CORAM : A.P. SHAH AND
S.J. VAZIFDAR, JJ.

DATED : 11TH JANUARY, 2005.

P.C. :

1. Heard Mr.Purandare, the learned counsel appearing for the Appellants.

2. The Appeal is directed against the order of appointment of the Receiver to the machinery which was given on lease by the Plaintiffs to the Defendants. There is no dispute that the lease was executed between the parties and the Defendants committed default in payment of lease rentals. It is also seen from the record that the cheques issued by the

Defendants were dishonoured. Reliance on Section 22 of the S.I.C. Act is misconceived, inasmuch as the machinery belongs to the Plaintiffs and not to the Defendants company.

3. In the circumstances, no interference is warranted with the impugned order. The Appeal is dismissed.